

**DISTRIBUTION PROTOCOL – SECOND DISTRIBUTION  
IN THE MATTER OF THE LCD LARGE SCREEN PRODUCTS CLASS ACTION  
SETTLEMENTS**

**INDEX**

GENERAL PRINCIPLES OF THE ADMINISTRATION .....	2
DEFINITIONS.....	4
THE CLAIMS ADMINISTRATOR’S DUTIES AND RESPONSIBILITIES .....	7
SETTLEMENT BENEFITS AVAILABLE TO SETTLEMENT CLASS MEMBERS .....	9
THE CLAIMS PROCESS .....	12
The Claim.....	12
Assistance in Filing a Claim .....	14
The Online Claim Portal .....	15
The Claims Filing Process .....	15
Scope of Claims Administration.....	17
Deficiencies.....	17
Claims Administrator’s Decision.....	18
Appeal of the Claims Administrator’s Decision.....	19
THE CLAIMS DISTRIBUTION PROCESS .....	20
Payment of Approved Claims.....	20
Undeliverable Mail .....	20
CONFIDENTIALITY.....	21

## **GENERAL PRINCIPLES OF THE ADMINISTRATION**

1. A previous distribution (the “First Distribution”) occurred in the context of the following settlements:
  - (a) Chunghwa Picture Tubes Ltd., dated May 11, 2009;
  - (b) Epson Imaging Devices Corporation (formerly known as Sanyo Epson Imaging Devices Corporation), dated August 2, 2011;
  - (c) Samsung Electronics Co., Ltd. and Samsung Electronics Canada Inc., dated April 29, 2013;
  - (d) Innolux Corporation (successor to Chi Mei Optoelectronics Corporation), which also releases claims against Chi Mei Corporation, Chi Mei Optoelectronics USA, Inc, Chi Mei Optoelectronics Japan Co., Ltd., Nexgen Mediatech, Inc., and Nexgen Mediatech, dated September 5, 2013; and
  - (e) Japan Display Inc. (successor to Hitachi Displays, Ltd.) (“JDI”) on its behalf and on behalf of Hitachi Ltd., Hitachi Canada, Ltd., Hitachi America Ltd., Hitachi Electronics Devices (USA) Inc., dated September 10, 2013.
2. As part of the First Distribution, Eligible Settlement Class Members were paid 2.45% of their Eligible LCD Product Purchases, as determined as part of the First Distribution.
3. The procedures set forth herein are intended to govern the administration of the settlement agreements entered into with the following Defendants (the “Second Distribution”):
  - (a) Toshiba Corporation, Toshiba Mobile Display Co., Ltd. (formerly known as Toshiba Matsushita Display Technology Co., Ltd. and subsequently known as Japan Display Central Inc. and now part of Japan Display Inc.), Toshiba America

- Inc. (incorrectly named as Toshiba America Corporation), and Toshiba of Canada Limited, dated May 12, 2016;
- (b) AU Optronics Corporation and AU Optronics Corporation America, dated May 17, 2016;
  - (c) LG Display Co., Ltd., LG Philips LCD Co., Ltd., LG Display America, Inc. and LGPhilips LCD America Inc., dated November 3, 2016; and
  - (d) HannStar Display Corporation, dated February 7, 2017 (the “Settlement Agreements”).
4. The definitions set out in the Settlement Agreements apply to and are incorporated herein. Where a term is defined in both the Settlement Agreements and in this Distribution Protocol, the definition in this Distribution Protocol shall govern.
5. The administration shall:
- (a) implement and conform to the Settlement Agreements, orders of the Courts and this Distribution Protocol;
  - (b) include the establishment and maintenance of the Settlement Website;
  - (c) employ secure, paperless, web-based systems with electronic registration and record keeping wherever possible;
  - (d) rely on the LCD Large Panel Products sales information provided by the Defendants wherever possible; and
  - (e) be bilingual in all respects.
6. Excluded Persons as defined in the Settlement Agreements are not entitled to the payment of settlement benefits under this Distribution Protocol.
7. Settlement Class Members seeking compensation must disclose and give credit for any compensation received through other proceedings or private out-of-class settlements in

relation to their LCD Products Purchases, unless by such proceedings or private out-of-class settlements the Settlement Class Member's claim was released in its entirety, in which case the Settlement Class Member shall be deemed ineligible for any further compensation.

8. Settlement Class Members who filed a Claim as part of the First Distribution can elect to rely on that Claim in respect of the Second Distribution.
9. Settlement Class Members who filed a Claim as part of the First Distribution or who file a Claim as part of the Second Distribution can elect to rely on that Claim in any subsequent settlement or court award.

## **DEFINITIONS**

10. For the purpose of this Distribution Protocol:
  - (a) ***Claim*** means the paper or electronic form that a Settlement Class Member must complete and submit before the Claims Filing Deadline in order to be considered for settlement benefits under this Distribution Protocol.
  - (b) ***Claims Filing Deadline*** means the date by which Claims (and any required supporting documentation) must be postmarked or electronically submitted in order for Settlement Class Members to be considered for settlement benefits under this Distribution Protocol.
  - (c) ***Decision Notice*** shall have the meaning attributed to it in paragraph 44.
  - (d) ***Direct Purchaser End User*** means a Settlement Class Member in respect of purchases of LCD Large Screen Products for its own use and not for commercial resale direct from a Defendant or an entity related to a Defendant or where the purchase price of the LCD Large Screen Product was negotiated directly with a Defendant or an entity related to a Defendant.

- (e) ***Direct Purchaser Reseller*** means a Settlement Class Member in respect of purchases of LCD Large Screen Products for commercial resale direct from a Defendant or an entity related to a Defendant or where the purchase price of the LCD Large Screen Product was negotiated directly with a Defendant or an entity related to a Defendant.
- (f) ***Eligible LCD Products Purchases*** shall have the meaning attributed to it in paragraph 43(c).
- (g) ***First Distribution*** has the meaning attributed to it in paragraph 1.
- (h) ***Fond Levy*** means the amounts payable to the Fonds d'aide aux actions collectives pursuant to section 42 of An Act respecting the Fonds d'aide aux actions collectives, R.S.Q., c. F-3.2.0.1.1 and calculated in accordance with the governing regulations.
- (i) ***Indirect Purchaser End User*** means a Settlement Class Member in respect of purchases of LCD Large Screen Products for its own use and not for commercial resale, other than a Direct Purchaser End User.
- (j) ***Indirect Purchaser Reseller*** means a Settlement Class Member in respect of purchases of LCD Large Screen Products for commercial resale, other than a Direct Purchaser Reseller.
- (k) ***Late Claimants*** means Settlement Class Members who:
  - (i) filed a Claim in the First Distribution after the claims deadline and whose Claim is being held in abeyance pursuant to the order of the Ontario Court, dated September 17, 2015; or
  - (ii) filed a Claim in the First Distribution and were issued a payment as part of the First Distribution, but did not redeem the payment.
- (l) ***LCD Products Purchases*** means the aggregate amount actually paid by Settlement Class Members for LCD Large Screen Products purchased in Canada

between January 1, 1998 and December 11, 2006, less any rebates or other form of discounts (such as off-invoice, bill-back or scan-back trade promotion payments), delivery or shipping charges, and taxes.

- (m) ***Net Settlement Amounts*** mean the aggregate of: (i) residual funds from the First Distribution; (ii) costs awards issued in favour of the Plaintiffs (net of any amounts applied by Class Counsel against disbursements and/or adverse costs awards); (iii) the Settlement Amounts recovered pursuant to the Settlement Agreements; and (iv) interest accrued on the foregoing; less: (i) Class Counsel Fees as approved by the Courts; (ii) Administration Expenses; (iii) taxes (including interest and penalties) payable with respect to accrued interest; and (iv) \$2 million as a holdback for litigation expenses. Class Counsel reserve the right to seek to have the holdback applied against legal fees, disbursements and/or any adverse costs awards.
- (n) ***New Claimants*** means Settlement Class Members who were not issued payments under the First Distribution, but are eligible for payments under the Second Distribution, and for greater certainty includes Late Claimants.
- (o) ***Online Claim Portal*** means a web-based portal created and maintained by the Claims Administrator in accordance with paragraphs 31 to 34 of this Distribution Protocol.
- (p) ***Original Claimants*** means Settlement Class Member who were issued payments under the First Distribution.
- (q) ***Second Distribution*** has the meaning attributed to it in paragraph 3.
- (r) ***Settlement Agreements*** has the meaning attributed to it in paragraph 3.

- (s) **Settlement Website** means the website maintained by or on behalf of the Claims Administrator for the purposes of providing Settlement Class Members with information on the Settlement Agreements, the Distribution Protocol, and the claims process, and access to the Online Claim Portal.

#### **THE CLAIMS ADMINISTRATOR'S DUTIES AND RESPONSIBILITIES**

11. The Claims Administrator shall administer the Settlement Agreements and this Distribution Protocol under the ongoing authority and supervision of the Ontario Court.
12. The Settlement Amounts shall be held in a guaranteed investment vehicle, liquid money market account or equivalent security with a rating equivalent to or better than that of a Canadian Schedule I bank (a bank listed in Schedule I of the *Bank Act*, S.C. 1991, c. 46) held at a Canadian financial institution and all payments from the Settlement Amounts shall be made from that account.
13. The Claims Administrator's duties and responsibilities shall include the following:
  - (a) providing notices to the Settlement Class Members as required pursuant to this Distribution Protocol;
  - (b) receiving the Defendants' customer information, including names, addresses and sales information;
  - (c) developing, implementing and operating electronic web-based systems and procedures for receiving and adjudicating Claims. The Claims Administrator shall encourage Settlement Class Members to claim via the Online Claim Portal where possible and shall facilitate this process;
  - (d) developing and implementing processes to detect possible fraudulent conduct, including monitoring claims for unusual activity and multiple claims being filed from the same address and using the same serial number;

- (e) making timely decisions in respect of Claims and notifying the Settlement Class Members of the decision promptly thereafter;
- (f) arranging payment to Settlement Class Members in a timely fashion after the distribution is authorized by the Ontario Court in accordance with paragraph 52;
- (g) dedicating sufficient personnel to respond to Settlement Class Members inquiries in English or French, as the Settlement Class Member elects;
- (h) submitting required materials for appeals;
- (i) if required by the applicable regulations, remitting the Fonds Levy to the Fonds d'aide aux actions collectives;
- (j) arranging payments of Administration Expenses;
- (k) maintaining, in an easy to understand format, the information being recorded pursuant to paragraph 34 as well as information about Settlement Class Members' Eligible LCD Product Purchasers and proposed distribution, so as to permit Class Counsel to audit the administration at the discretion of Class Counsel or if ordered by the Courts;
- (l) reporting to Class Counsel respecting Claims received and administered, and Administration Expenses;
- (m) cash management and audit control;
- (n) preparing and submitting such financial statements, reports and records as directed by Class Counsel and/or the Ontario Court; and
- (o) fulfilling any tax reporting and arranging payments required arising from the Settlement Amounts, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the

income earned by the Settlement Amounts shall be paid from the Settlement Amounts.

**SETTLEMENT BENEFITS AVAILABLE TO SETTLEMENT CLASS MEMBERS**

14. The Net Settlement Amounts will be available to provide settlement benefits to eligible Settlement Class Members pursuant to this Distribution Protocol.
15. Members of a family residing at the same address can pool their LCD Product Purchases together and file a single “household” Claim. Persons under the age of 18 are not permitted to file a Claim, but their purchases can be included as part of the household Claim. Settlement benefits payable in respect of a household Claim will be issued to the person filing the Claim on behalf of the household.
16. Where a Settlement Class Member provides proof of purchase in accordance with paragraph 28(b)(v), the Settlement Class Member can only claim with respect to two LCD Large Screen Products.
17. For the purpose of calculating payment of settlement benefits, LCD Large Screen Products will be valued as follows:
  - (a) LCD Panels – 100% of the LCD Product Purchases
  - (b) LCD televisions – 40% of the LCD Product Purchases
  - (c) LCD monitors – 80% of the LCD Product Purchases
  - (d) LCD notebook computers – 15% of the LCD Product Purchases

18. Where a Settlement Class Member provides proof of purchase in accordance with paragraphs 28(b)(iv) or 28(b)(v), the value of the Eligible LCD Products Purchases shall be as follows:
  - (a) LCD panels - \$560
  - (b) LCD televisions - \$1,500
  - (c) LCD monitors - \$700
  - (d) LCD notebook computers - \$2,250
  
19. Where a Settlement Class Member provides proof of purchase of a bundle of products (i.e., a desktop computer) that includes one or more LCD televisions, monitors or notebook computers, and the proof of purchase does not provide a specified cost for the LCD product(s), those LCD product(s) will be valued as set out in paragraph 18.
  
20. Subject to paragraphs 14 to 19 and 21 to 26, qualifying Settlement Class Members shall be entitled to a *prorata* (proportional) distribution of the Net Settlement Amounts and, for the purposes of the *prorata* distribution, Settlement Class Member's LCD Product Purchases will be calculated in the following manner:
  - (a) a Direct Purchaser End User's LCD Product Purchases shall be calculated based on the full amount of their Eligible LCD Products Purchases;
  - (b) an Indirect Purchaser End User's LCD Product Purchases shall be calculated by multiplying Eligible LCD Products Purchases by 80%; and
  - (c) a Direct Purchaser Reseller's LCD Product Purchases shall be calculated by multiplying Eligible LCD Products Purchases by 25%.

- (d) an Indirect Purchaser Reseller's LCD Product Purchases shall be calculated by multiplying Eligible LCD Products Purchases by 15%.
21. New Claimants will be paid up to 2.45% of their LCD Product Purchases (calculated in accordance with paragraphs 17 to 20) before any additional payment is made to Original Claimants. If there are sufficient funds remaining after New Claimants are paid 2.45% of their LCD Product Purchases (calculated in accordance with paragraphs 17 to 20), a further *prorata* distribution will be made to all qualifying Settlement Class Members, subject to paragraphs 22-26.
  22. Original Claimants who were issued a minimum payment of \$20 in the First Distribution, notwithstanding that their *prorata* entitlement was less than \$20 must account for the excess payment as part of any further *prorata* distribution. For example, if the Original Claimant's *prorata* entitlement under the First Distribution was \$15, but the Original Claimant was paid \$20, and the Original Claimant's *prorata* entitlement under the Second Distribution is \$30, the Original Claimant will only be paid an additional \$25.
  23. If the further *prorata* distribution would result in payments of less than \$10 to an Original Claimant, no additional payment will be issued to the Original Claimant. As part of any distribution of any subsequent settlements and/or court awards, regard will be given to the fact that such Original Claimants did not receive any payments in the Second Distribution.
  24. If the further *prorata* distribution would result in payments of \$10-\$19.99 to an Original Claimant, such payments shall be increased to \$20. As part of any distribution of any subsequent settlements and/or court awards, Original Claimants whose *prorata* entitlement was between \$10-\$19.99 will have to account for the fact that their Claim was increased beyond their *prorata* entitlement.

25. New Claimants will receive a minimum payment of \$20. As part of any distribution of any subsequent settlements and/or court awards, New Claimants whose *prorata* entitlement was less than \$20 will have to account for the fact that their Claim was increased beyond their *prorata* entitlement.
26. In consultation with Class Counsel, the Claims Administrator can seek directions from the Ontario Court with respect to the distribution of the Net Settlement Funds to ensure a fair and cost effective distribution of the Net Settlement Funds.

## **THE CLAIMS PROCESS**

### **The Claim**

27. For Original Claimants and Late Claimants, the Claim shall require the Original Claimant or Late Claimant, as applicable, to confirm the information provided in the context of the First Distribution. Where the Original Claimant or Late Claimant wishes to claim in respect of additional LCD Products Purchases, the Original Claimant or Late Claimant, as applicable, must provide the information required pursuant to paragraph 28. Original Claimants or Late Claimants who claimed in respect of two undocumented LCD Product Purchases will not be able to claim in respect of additional LCD Products Purchases, unless they are able to provide documentary proof of purchase in accordance with paragraph 28(b)(i)-28(b)(iv).
28. For New Claimants and Original Claimants or Late Claimants filing in respect of additional LCD Products Purchases, the Claim shall require the following:
  - (a) a declaration by the Settlement Class Member of the dollar value of its LCD Large Screen Products Purchases;
  - (b) proof of the Settlement Class Member's LCD Large Screen Products Purchases:

- (i) Where the Settlement Class Member purchased LCD Large Screen Products directly from a Defendant and the Defendant has provided sales information in respect of that Settlement Class Member, the Defendant's sales information shall be *prima facie* proof of the Settlement Class Member's LCD Product Purchases.
  - (ii) Where the Settlement Class Member did not purchase directly from a Defendant and/or wants to claim with respect to additional LCD Products Purchases, proof of purchase of the Settlement Class Member's LCD Products Purchases might include invoices, receipts, delivery or packing slips, purchase records, historical accounting records, or comparable verification that is acceptable to the Claims Administrator.
  - (iii) Settlement Class Members who cannot satisfy the evidentiary requirements of (i) or (ii) can provide a declaration attesting to the purchase and value of the purchase, together with a credit card statement, a bank statement, cancelled cheque, wire transfer confirmations, or comparable verification that is acceptable to the Claims Administrator.
  - (iv) Settlement Class Members who cannot satisfy the evidentiary requirements of (i), (ii) or (iii) can provide a declaration attesting to the purchase(s), together with proof of product registration, rebate documents that evidence the LCD Large Screen Product purchased, warranty documents that evidence the LCD Large Screen Product purchased, the serial number of the LCD Large Screen Product(s) purchased, a repair invoice identifying the LCD Large Screen Product(s), or comparable verification that is acceptable to the Claims Administrator.
  - (v) Settlement Class Members who cannot satisfy the evidentiary requirements of (i) to (iv) can provide a declaration attesting to the purchase(s).
- (c) information that will allow the Claims Administrator to determine the proportion of LCD Product Purchases that were made in the capacity of a Direct Purchaser Reseller, an Indirect Purchaser Reseller, an Indirect Purchaser End User, and a Direct Purchaser End User;
- (d) disclose whether the Settlement Class Member or any entity related to the Settlement Class Member has received compensation through other proceedings or private out-of-class settlements and/or provided a release in respect of any of

the Settlement Class Member's LCD Products Purchases, and provide details of the compensation received and the claims released;

- (e) authorization to the Claims Administrator to contact the Settlement Class Member or its representative, as the Claims Administrator deems appropriate for more information and/or to audit the Claim;
- (f) declare that the information submitted in the Claim is true and correct;
- (g) if the Claim is submitted by a third-party on behalf of a Settlement Class Member (including a parent company claiming on behalf of a subsidiary or affiliate), the third-party must provide a signed statement from that Settlement Class Member at the time the Claim is filed authorizing the third-party to file the Claim on its behalf; and
- (h) an option for Settlement Class Members to consent to the Claims Administrator retaining the information provided in the Claim for the purpose of filing a future claim in other electronic component price-fixing class actions, including consent to receiving correspondence and/or notices relating to other electronic component price-fixing class actions by email or direct mail.

**Assistance in Filing a Claim**

- 29. Settlement Class Members can contact the Claims Administrator or Class Counsel, at no charge, with questions about how to complete a Claim.
- 30. Settlement Class Members may utilize third-party claims services, a lawyer of their own choosing, or similar services to file Claims. If a Settlement Class Member chooses to use a third-party claims service, a lawyer of their own choosing, or similar services

(excluding the Claims Administrator or Class Counsel), the Settlement Class Members will be responsible for any and all expenses incurred in doing so.

### **The Online Claim Portal**

31. The Claims Administrator shall create an Online Claim Portal that Settlement Class Members can access in order to file a Claim and shall provide the necessary administration support to enable Settlement Class Members to do so.
32. The Online Claim Portal shall be accessible from the Settlement Website.
33. The Online Claim Portal shall contain fields that require the Settlement Class Member to provide all applicable information required as part of the Claim, in accordance with paragraph 28 above.
34. The Claims Administrator shall develop procedures for tracking and recording in an electronic format the following information, as it is entered into the Online Claim Portal or provided by Settlement Class Members who file hardcopy Claims in accordance with paragraph 38 below:
  - (a) names, addresses, and purchase data of the Settlement Class Members;
  - (b) names and addresses, purchase data and supporting documents provided by Settlement Class Members as part of the claims process; and
  - (c) any other information that might be useful in the claims administration process.

### **The Claims Filing Process**

35. Settlement Class Members will be encouraged to complete and submit a Claim (together with any required supporting documents) electronically using the Online Claim Portal. Subject to the direction of the Ontario Court, Claims must be submitted on the Online Claim Portal on or before the Claim Filing Deadline.

36. The Claims Administrator shall provide to Original Claimants and Late Claimants, in writing, by e-mail or regular mail, his, her or its personal user name and password to permit that Original Claimant or Late Claimant, as applicable, access to the Online Claim Portal. The Online Claim Portal shall be prepopulated with a summary of the information provided by the Original Claimant or Late Claimant as part of the First Distribution. The Original Claimant or Late Claimant can elect to rely on that information or, subject to paragraph 27, provide additional information. If no election is made, the Original Claimant or Late Claimant will be deemed to rely on the information provided as part of the First Distribution.
37. Where a Settlement Class Member has been identified by the Defendants and is not an Original Claimant or Late Claimant, the Claims Administrator shall provide to the Settlement Class Member, in writing, by e-mail or regular mail, his, her or its personal user name and password to permit that Settlement Class Member access to the Online Claim Portal. Where the Defendants have also provided sales information in respect of the Settlement Class Member, the fields in the Online Claim Portal requiring the Settlement Class Member to provide the value of the Settlement Class Member's LCD Product Purchases shall be automatically populated with the sales information provided by the Defendants.
38. If a Settlement Class Member does not have internet access or is otherwise unable to submit a Claim using the Online Claim Portal, the Settlement Class Member can register over the telephone with the Claims Administrator and the Claims Administrator shall send the Settlement Class Member a hardcopy claim form by mail. Subject to the direction of the Ontario Court, the completed and executed hardcopy

Claim (together with any required supporting proof of purchase) must be submitted to the Claims Administrator postmarked no later than the Claims Filing Deadline.

39. At its sole discretion, the Claims Administrator can elect to audit any Claim and can reject a Claim, in whole or in part, where, in the Claims Administrator's view, the Settlement Class Member has submitted insufficient or false information or has otherwise engaged in fraudulent conduct.

#### **Scope of Claims Administration**

40. Claims filed by Original Claimants and Late Claimants were reviewed and adjudicated in the context of the First Distribution. The procedures set forth in paragraphs 41-42 (deficiencies), 43-45 (Claims Administrator's decision), and 46-49 (appeal of the Claims Administrator's decision) shall only apply to Settlement Class Members who did not file a Claim as part of the First Distribution and Original Claimants and Late Claimants to the extent that they are claiming for additional LCD Products Purchases.

#### **Deficiencies**

41. If, during claims processing, the Claims Administrator finds that deficiencies exist in a Claim or other required information, the Claims Administrator shall notify the Settlement Class Member, by email or regular mail, of the deficiencies. The Claims Administrator shall allow the Settlement Class Member thirty (30) days from the date of such notice to correct the deficiencies. If the deficiencies are not corrected within the thirty (30) day period, the Claims Administrator shall reject the Claim without prejudice to the right of the Settlement Class Purchaser to cure the deficiencies, provided the Settlement Class Purchaser is able to meet the Claims Filing Deadline and other requirements set forth herein. The Online Claim Portal shall be designed so as to minimize the possibility of deficient claims.

42. A deficiency shall not include missing the Claims Filing Deadline. Subject to the direction of the Ontario Court, the Claims Administrator shall not accept Claims postmarked or electronically submitted after the Claims Filing Deadline.

**Claims Administrator's Decision**

43. In respect of each Settlement Class Member who has filed a Claim in accordance with this Distribution Protocol, the Claims Administrator shall:
- (a) decide whether the Settlement Class Member is eligible to receive settlement benefits payable out of the Net Settlement Amounts in accordance with the Settlement Agreements, orders of the Courts and this Distribution Protocol;
  - (b) verify the Settlement Class Member's LCD Products Purchases;
  - (c) make a determination of the value of the Settlement Class Member's LCD Product Purchases in respect of which the Settlement Class Member is entitled to settlement benefits in accordance with the Settlement Agreements, orders of the Courts and this Distribution Protocol ("Eligible LCD Products Purchases"); and
  - (d) make a determination of the appropriate categorization of the Eligible LCD Product Purchases (i.e., whether the purchases were made in the capacity of a Direct Purchaser End User, an Indirect Purchaser End User, a Direct Purchaser Reseller, or an Indirect Purchaser Reseller).
44. The Claims Administrator shall send to the Settlement Class Member, by email or regular mail, a decision as to the approval or rejection of the Claim and the determination of the Eligible LCD Products Purchases and their categorization (the "Decision Notice"). Where the Claims Administrator has rejected all or part of the Claim of the Settlement Class Member, the Claims Administrator shall include in the Decision Notice its grounds for rejecting all or part of the Claim.

45. The Claims Administrator's decision will be binding upon the Settlement Class Member, subject to the Settlement Class Member's right to appeal, as outlined in paragraphs 46 to 51.

**Appeal of the Claims Administrator's Decision**

46. Subject to paragraph 48, Settlement Class Members shall be granted thirty (30) days from the date of the Decision Notice to appeal the rejection (in whole or in part) of their Claims.
47. Settlement Class Members will not be permitted to submit any new proof of purchase or other documentation with their appeal.
48. The following grounds shall not be grounds for appeal:
- (a) the refusal of the Claims Administrator to accept a Claim postmarked or electronically submitted after the Claims Filing Deadline;
  - (b) the refusal of the Claims Administrator to accept a Claim where no proof of purchase was provided;
  - (c) the refusal of the Claims Administrator to accept a Claim where the Settlement Class Member has not cooperated with the Claims Administrator in respect of any audit conducted by the Claims Administrator in respect of that Settlement Class Member's Claim; or
  - (d) the refusal of the Claims Administrator to accept a Claim where the Settlement Class Member did not declare that the information submitted in the Claim is true and correct.
49. Appeals will be determined by the Court that has jurisdiction with respect to the Settlement Class Member. For example, appeals filed by Settlement Class Members in

British Columbia will be heard by the BC Court. The Court(s) may, in its sole discretion, appoint a referee to hear the appeals in its place.

50. The Courts may establish rules guiding the appeal process, including the process for making submissions in respect of the appeal and the costs of the appeal.
51. The decision on the appeal is final and binding and shall not be subject to any further appeal or review whatsoever.

## **THE CLAIMS DISTRIBUTION PROCESS**

### **Payment of Approved Claims**

52. As soon as practicable after the claims evaluations and any appeals are completed, the Claims Administrator shall report to Class Counsel the particulars of the proposed distribution to each eligible Settlement Class Member. Class Counsel shall report to the Ontario Court and obtain authorization for the Claims Administrator to distribute the settlement benefits.
53. The Claims Administrator shall make arrangements to pay approved Claims as expeditiously as possible following authorization from the Ontario Court. For individual claimants, payments will be made by e-transfer by email where an email address has been provided or cheque where no email address has been provided or the Settlement Class Member has made arrangements with the Claims Administrator. For commercial claimants, payments will be issued by cheque or, at the Claims Administrator's discretion, wire transfer.

### **Undeliverable Mail**

54. The Claims Administrator shall have no responsibility for locating Settlement Class Members for any mailing returned to the Claims Administrator as undeliverable.

55. The Claims Administrator shall have the discretion, but is not required, to reissue payments to Settlement Class Member returned as undeliverable under such policies and procedures as the Claims Administrator deems appropriate. Any costs associated with locating current address information for the Settlement Class Member shall be deducted from that Settlement Class Member's settlement benefits.
56. Where a Settlement Class Member who is entitled to payment of greater than \$20 requests an e-transfer be reissued, \$10 shall be deducted from that Settlement Class Member's settlement benefits representing the costs of reissuing payment. Where a Settlement Class Member who is entitled to payment of greater than \$20 requests a cheque be reissued, \$15 shall be deducted from that Settlement Class Member's settlement benefits representing the costs of reissuing payment. Subject to the sole discretion of the Claims Administrator, payments for \$20 will not be reissued.
57. To the extent that the full Net Settlement Amounts is not paid out due to uncashed e-transfers or cheques, residual interest or otherwise, such monies shall be held in trust for the benefit of the Settlement Class, pending further order of the Courts.

#### **CONFIDENTIALITY**

58. All information received from the Defendants or the Settlement Class Members is collected, used, and retained by the Claims Administrator pursuant to the *Personal Information Protection and Electronic Documents Act*, SC 2000 c 5 for the purposes of administering the Settlement Agreements, including evaluating the Settlement Class Member's eligibility status under the Settlement Agreements. The information provided by the Settlement Class Member is strictly private and confidential and will not be disclosed without the express written consent of the Settlement Class Member, except in

accordance with the Settlement Agreements, orders of the Courts and/or this Distribution Protocol.

59. If a Settlement Class Member consents, information respecting a Claim filed by that Settlement Class Member may be preserved and used by the Claims Administrator in the future administration of settlement agreements relating to alleged price-fixing of other electronic components. The information shall continue to be treated as strictly private and confidential and subject to the protections of the *Personal Information Protection and Electronic Documents Act*, SC 2000 c 5.